BRUHAT BENGALURU MAHANAGARA PALIKE
Office of the Engineer-In-Chief, N.R.Square, Bengaluru-560002

No.BBMP/EE(TEC)/PR/415/2023-24 **Date: 17.10.2023**

PROCEEDNGS OF PRE BID MEETING

Name of Work / Service: Consultancy services for preparation of Comprehensive Bengaluru city road infrastructure plan to decongest traffic and to prepare comprehensive traffic management plan for proposal of vehicular tunnel / Grade separator / Road widening in selected corridors.

Reference: Tender Notification No.BBMP/EE(TEC)/EOI/01/2023-24, dated:14.07.2023

Venue: O/o Engineer-In-Chief, Room No.108, 1st Floor, Annexe-2 Building, N.R.Square, BBMP, Bengaluru.

Officers Present:

1. B.S.Prahallad, EIC (BBMP)
2. M.T.Balaji, EE (TEC).

Consultants / Representative Present:

1. Altinok Consulting Engineering Inc.
2. Rodic Consultants Pvt ltd.,
3. IBI Group (Infra Support)
4. Systra Consulting Pvt ltd
5. SMEC Pvt ltd

Engineer-In-Chief, BBMP welcomed all the officers, consultants and representatives agency. During the meeting queries submitted by the bidders in e-procurement and through letter were discussed and clarified as listed as below:

Sl No	Clause as per RFP	Suggestion/ Queries for Clarifications	Clarifications/ Reply
1	The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be	1. Sr. Highway Engineer-cum-Team Leader 2. Sr. Transportation Planner/Engineer 3. Highway Design Engineer 4. Traffic Planner 5. Bridge Engineer 6. Road Safety Expert 7. Geotechnical Engineer 8. Pavement Engineer	Masters Degree is required and their experience shall be counted from the date of graduation. Environment Expert Qualification: Graduate/ Bachelor in Civil Engg. and masters in Environment

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	considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, pavement design, material investigation characterization, quantity survey, social impact assessment etc. for the Project Highway shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary	We would like to mention that Master's degree is the minimum requirements for the said position. It is understood that the total professional Experience will be counted after the Graduation as there are number of experts available with rich and varied experience who have done post- graduation degree after a certaingap from graduation or in recent past. This may please be considered and confirmed Environmental Expert Graduate/ Bachelor's in Civil Engg. and Master's in environmentalScience / engineering or equivalent. We request the client to modify the qualification of environmental Expert to Master's in Environmental Engineering/ Science or equivalent and Bachelor degree in any discipline.	Science/ Engg. or equivalent. Criteria: He should have worked as an Environment Engg. for 2 eligible Assignments.
	Financial Analyst Post Graduate in Commerce/ Chartered Accountant or equivalent Eligible assignment	Since the scope requires commercial and transaction structuring related experience also besides accounting knowledge, It is understood that resources with MBA/PGDBM in Finance or CFA shall be considered as equivalent for the position. Please confirm. Although, in the RFP, qualifications as well as the requirement forkey personnel specifies experience in eligibleassignments. However, the definition of "eligible assignment" is missing fromtheRFP. Request you to please define the Eligible Assignments.	
	PHASE 1 – Preparation of Traffic Management	The Phase 2 specifies detailed design at page no. 38, however	The Phase 1 study is exclusively to Prepare

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	Plans with Concept Level drawings to decongest major corridors and junctions. **PHASE 2** – Detailed Design of selected proposals along withCostings and BoQs and preparation of Tender Documents	at page no. 48 clause 3.13, it is mentioned that the scope consists of preparation of preliminary design. Hence, there is a conflict in two clauses. We request the authority to remove the ambiguity. Since, this is feasibility stage and the governmentintends to develop the project on PPP mode, it is suggested that the scope be limited to preliminarydesign.	feasibility study for various Consultations among the stakeholders Which will largely emphasize the traffic Survey and the different modes to be Implemented for decongestion of the city. This includes preparation of concept plans And sampling geotechnical investigations Phase 2 is exclusively an exercise Based on the feasibility studies. This RFP Only deals with Phase 1. The Phase 1 study is exclusively to Prepare feasibility study for various Consultations among the stakeholders Which will largely emphasize the traffic Survey and the different modes to be Implemented for decongestion of the city. This includes preparation of concept plans And sampling geotechnical investigations Phase 2 is exclusively an exercise Based on the feasibility studies. This RFP Only deals with Phase 1
3	**PHASE 2** – Detailed Design of selected proposals along withCostings and BoQs and **preparation of Tender Documents**.	It is understood that the scope relates to only preparation of technical schedules (Schedules A, B, C, D, G, H and K) related to the tender (Refer 1.3 Page 36). Please confirm.	The Phase 1 study is exclusively to Prepare feasibility study for various Consultations among the stakeholders Which will largely emphasize the traffic Survey and the different modes to be Implemented for decongestion of the city. This includes preparation of concept plans And sampling geotechnical investigations Phase 2 is exclusively an exercise Based on the feasibility studies. This RFP Only deals with Phase 1.
4	(b) Investigations of the subsoil strata (trial boresat 15% of thenumbers as	IRC Standard specifies bores to be taken at all pier and abutment locations. It is	Tender Conditions prevail.

<table>
<tr><th>Sl No</th><th>Clause as per RFP</th><th>Suggestion/ Queries for Clarifications</th><th>Clarifications/ Reply</th></tr>
<tr><td></td><td>required as per IRC standards)</td><td>requested to clarify that as per the mentioned clause, the selected consultant is to undertake subsoil investigation only at 15% of the pier and abutment location.</td><td></td></tr>
<tr><td></td><td>(e) For tunnels if required, geotechnical and subsurfaceinvestigation shall be done as per IRC:SP:91</td><td>IRC:SP:91 – 2019 deals predominantly with tunnels in hilly / mountainous region and hence, the depth ofboreholes mentioned in it are in line with such strata requirement. Since, strata for urban city is generally homogenous, we suggest the Authority to define the borehole depth at this stage itself. We suggest defining 40 m for portal location and 60-70 m for location within the tunnel alignment. This will help in proper / accurate assessment of cost at this stage itself.

Being an urban area, it is also suggested to look for alternative non-destructive tests such as geo-physical.</td><td>Tender conditions prevail.</td></tr>
<tr><td></td><td></td><td>As per the standard practice adopted by various Clients for DPR/Study Projects, the payment with respect to these kinds of objectives are usually segregated of milestone based and Time Based.</td><td>Tender conditions prevail.</td></tr>
<tr><td></td><td>So, we request you to kindly rectify the mentioned payment schedule and make the payments to the Consultants as mentioned below:</td><td>
<table>
<tr><th>Key Date No</th><th>Description of Deliverables</th><th>Week No.</th><th>Payment</th></tr>
<tr><td></td><td>PHASE-1</td><td></td><td></td></tr>
<tr><td>KD 1</td><td>Inception Report</td><td>2</td><td>10 %</td></tr>
<tr><td>KD 2</td><td>Report on Draft</td><td>8</td><td>50 %</td></tr>
</table>
</td><td>Tender conditions prevail.</td></tr>
</table>

Sl No	Clause as per RFP				Suggestion/ Queries for Clarifications				Clarifications/ Reply
	Key Date No	**Description of Deliverables**	**Week No.**	**Payment**		Traffic Management Plan			
		PHASE-1			KD 3	Report on Final Traffic Management Plan	10	40 %	
	KD 1	Inception Report	2	10 %		**Total Phase-1**		100 %	
	KD 2	Report on Draft Traffic Management Plan		50 %		**PHASE-2**			
	KD 3	Report on Final Traffic Management Plan		40 %	KD4	Report on Draft Comprehensive Road Infrastructure Plan	28	40 %	
		Total Phase-1		100 %	KD5	Report on Schedules of Concession Agreement	30	10 %	
		PHASE-2			KD6	Report on Final Comprehensive Road Infrastructure Plan	36	30 %	
	KD 4	Report on Draft Comprehensive Road Infrastructure Plan	28	40 %	KD7	Completion of Servicesincluding assistance during Bid Process	40 #	10 %	
	KD 5	Report on Schedules of Concession Agreement	30	10 %		**Total Phase-2**		100 %	
	KD 6	Report on Final Comprehensive Road Infrastructure Plan	36	30 %					
	KD 7	Completion of Services including assistance during Bid Process	40 #	10 %					
		TotalPhase-2		100 %					
	# Excludes the time taken by the Authority in providing its comments on Reports, approvals and delay in tender process. If the tender is not floated or not finalized or project is shelved for reasons best								

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	known to Authority, the KD7 stage deemed completed at the expiry of 72 weeks		
5	8.2 **10% (ten per cent) of the Agreement Value has been earmarked as lump sum payment to be made to the Consultant upon execution of the Concession Agreement (the "Lump Sum Payment").** In consideration of the Lump Sum Payment, the Consultant shall provide such services as may be required by the Authority for concluding the Bid Process and execution of the Concession Agreement. **In the event the Concession Agreement does not get executed within one year of the Effective Date, the Consultancy shall stand completed** as specified in Clause 11.1 above.	It is understood that the services of the consultant shall be deemed complete either on expiry of 1 year or 90 days after submission of the final deliverable. Also, it may be noted that even after submission of final deliverable and assisting in the bid process, the outcome of the tender processor delay in agreement signing after 1year may not be directly attributable to the consultant's services. Hence, we request the Authority to kindly delete the subject clauses 6.3 (f) and modify the payment milestones as suggested **above in Sl. No. 4**	Tender conditions prevail.
6	10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. **In the event, the Concession Agreement does not get executed within 1 (One) year of the Effective Date the Final Payment shall not become due to the Consultant,** save and		Tender conditions prevail.

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	except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18(eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.		
7	No inputs will be provided by the client **except for available relevant data and reports.**	Kindly share the previous reports, data and information available with the Authority. This shall enable to establish baselines and correctly estimate the quantum of work.	Tender conditions prevail
8	9.1 Performance Guarantee for an amount equivalent to 5% of the contract amount of the successful bidde ris to be given towards Performance of the successful consulting firm. This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalised Bank / Scheduled Bank in the approved format and shall be submitted at the time executing the agreement **which shall be valid for 36 months from the date of agreement and shall be renewed up to deflects liability and maintenance period of the Tendered work.**	Please clarify the timeline for validity of the BG, since 3 years is too long period for an assignment with maximum 50 weeks duration (**Refer Clause 5.1 of the RFP**). It is suggested to keep the BG valid for 90 days beyond a 1 year period from the Effective Date.	Tender conditions prevail.
9	The specific objective, however, is to prepare Detailed Feasibility Report that will demonstrate the bankable feasibility of the project from traffic, technical,	Please confirm the mode of implementation i.e PPP or EPC/Item Rate.	Tender conditions prevail.

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	economic, social, environmental and financial angles leading to preparation of tender documents, project procurement and selection of implementing agency either a contractor/ concessionaire either on **item rate/EPC contracts** .		
10	**Last Date for uploading the Filled Tender Document 19-10-2023 up to 4.00 p.m**	**Extension of Time** Considering the nature of assignment and resources required, substantial time shall be required to plan the scope delivery and prepare a quality proposal. **Request the Authority to kindly allow at least21 days for submission after the issuance ofreplies to the Pre-Bid queries.**	The last date for uploading is extended to21-10-2023.

Sl No	Clause as per RFP	Suggestion/ Queries for Clarifications	Clarifications/ Reply
1	Last Date for uploading the Filled Tender Document 19-10-2023 up to 4.00 p.m	We request authorities to extend the bid submission dates by **2 weeks** after the responses to pre-bid queries are released.	Extension of time granted till 21-012023 upto 4 PM.

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2	4.3 EMD The consultants are requested to submit EMD of Rs. 500,000/- (Rupees Five Lakhs Only) along with the Technical Bid. The Consultant can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes: · Credit Card · Direct Debit · National Electronic Fund Transfer (NEFT) · Over the Counter (OTC)	We request you to kindly allow bidder to submit **Bank Guarantee issued by a Nationalised Bank / Scheduled Bank** for EMD.	The tender conditions prevail.
3	Reports and Document Printing	Kindly clarify on how many copies of each report should be submitted to BBMP.	5 hard copies (five copies) and one soft copy both in pdf and editable versions.
	High Density Corridors List 13. Any other Junction / Corridor	Kindly share details if any other corridors/ juncitons are envisaged to be part of the study beyond that 190 kms of corridors provided in the list. This will help us to consider quantum of additional surveys/ studies that are to be considered for costing purpose.	The 190 kms envisaged is only indicative and the agency should work beyond the scope of 190 kms and provide a suitable solution for the decongestion of Bengaluru. The scope of this RFP is to provide a feasiblity study inluding a reconaissance survey and geo-technical survey.
4	Time schedule for important Deliverables KD2 - Report on Draft Traffic Management Plan - 8 Weeks KD3 - Report on Final Traffic Management Plan - 10 Weeks	For Phase 1 deliverables, since lot of primary surveys have to undertaken to collect data, and analysis for preparation of Draft Traffic Management Plan (TMP), we request authorities to increase the deliverable timelines to 12 weeks. **KD2 - Report on Draft Traffic Management Plan - 12 Weeks**	Tender conditions prevail.

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		KD3 - Report on Final Traffic Management Plan - 14 Weeks	
5	Consultancy Team Environmental Expert: Qualification: Graduate/Bachelor in Civil Engg. and Masters in Environmental Science / Engineering or equivalent Criteria: He should have worked as an environmental engineer for two Eligible Assignments.	We request authorities to kindly amend the requirement as below: Environmental Expert: Qualification: Graduate/Bachelor in Civil Engg. **or Equivalent** and Masters in Environmental Science / Engineering or equivalent Criteria: He should have worked as an **Environmental Expert** for two Eligible Assignments.	The following is acceptable: Qualification: Graduate/Bachelor in Civil Engg. or Equivalent and Masters in Environmental Science / Engineering or equivalent Criteria: He should have worked as an Environmental Expert for two Eligible Assignments.

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1	Invitation of the BID, Page 3 of 90 Duration of the Project is mentioned 2 months	It is understood by the Consultant that Phase-1 & Phase-2 will be executed under the same contract and accordingly total duration of the Project is 10 month	No. This tender is exclusively for Phase 1 wherein the agencies are expected to prepare feasibility studies (traffic management plan) including sampling geotechnical investigations. There shall be separate tender for Phase 2 activities which will contain DPR.
2	Shortlisted Consultant may associate with other shortlisted Consultant: No	It is understood by the consultant that a shortlisted consultant can	Tender condition prevails.

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		form a consortium with other JV partner, Also the Same has been mentioned in the Tender Document floated during EOI, "The members in JV/consortium formed at EOI stage should not be dropped later on at RFP stage. However, during RFP stage additional members may be inducted in the JV or Consortium subject to the maximum number of members in JV/Consortium as prescribed in clause No.1 (f). Also, we request you to please allow the associate member or non-substantial member with participation of note more than 25%.	
3	Data Sheet, Clause 2.7 (I) Page 18 of 90 Specific Experience of the consultant related to the Assignment	The weightage of the mentioned criteria is 25 Points, It is requested by the Authority to please share the breakup of the Points for the specific Experience. Also, it is requested to please define "Similar Work" or "Specific Experience"	Clarification regarding expert/experience is referred in other query points. The same is applicable.
4	Form 3B. Consultants References, Page 21 of 90 Relevant Services carried out in the last 5 years that Best Illustrate Qualifications	It is requested to please consider the Relevant experience carried out by the consultant In last 7 years from the date of Float of RFP	Clarification regarding expert/experience is referred in other query points. The same is applicable.
5	Extension of Submission of date	We request the Authority to please extend the Submission date by 2 weeks.	The time of tender submission is extended 21-10-2023.

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1.	Duration: 2 months, page no. 3 of 90 Data sheet, Clause 2.0 (iii), Theestimated number of key professionalstaff months……..	The duration of the assignment mentioned as2 months, whereas, the individual Man-months required is significantly higher than 2 months. This is contradicting. Request you to please confirm the correct individual split of Manmonths & total duration of assignment.	Tender condition prevails.
2.	Duration : 2 months	We understand that 2 months would not be sufficient to complete the feasibility/concept plan of all the junctions including survey and investigations. We request you to increase the duration to 4 months.	Tender condition prevails.
3.	EMD (Amount in Rupees) Rs. 5,00,000/- only with the Technicalbid	We request you to please allow EMD to besubmitted in the form of Bank Guarantee.	Tender condition prevails.
4.	1.3 The Assignment is Phased: Yes The study will be divided into followingtwo stages PHASE 1 …….. PHASE 2 ……	We request you to please provide clarification on Phases, split of duration for each phase &time for approval process for submitted plans& requirement for selection for suitable proposals. This is also requested to clarify whether Phase-2 is part of this RFP or a separate tender will be called later for stage-2.	Tender condition prevails.
5.	The number of points to be given forqualifications and competence of thekey professional staff for the assignment are: iii) Experience in region & language	We understand, that any of 3 languages i.e English/Kannada/Hindi will suffice the requirement.	Clarification in three languages acceptable.
6.	Shortlisted Consultant may associatewith other shortlisted Consultant : No	We request you to please confirm whether shortlisted consultant can associate with non- shortlisted consultants for the assignment.	No
7.	JV/Consortium	We request you to please allow maximum 3members in a JV/Consortium.	No
8.	On Approval of Phase-1 Proposals, the consultants shall start Phase-2 works …….	As per the discussion during the pre- bid meeting we understand that phase -2 is not part of this RFP and a separate tender will becalled for phase-2	Yes. Phase 2 is not part of this RFP

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		work, please confirm.	
9.	TIME AND PAYMENT SCHEDULE Clause 5.1: The total duration for preparation of the Detailed Feasibility Report and Schedules to the Concession Agreement shall be 36 (Thirty-Six) weeks..... Clause 5.3: Time schedule for important Deliverables (the "Key Dates")..	We understand, the assignment is for Concept plan & not for any Detailed Feasibility Report. We request Client to clarify the services required & time frame for the services. This is contradicting.	Yes, this is for concept plan and feasibility report which includes traffic survey and sampling of geo-technical investigations. Detailed project report will be vailed in Phase 2 tender. This feasibility report should include technical information for discussions with various stakeholders for traffic decongestion of Bangalore city.
10.	TIME AND PAYMENT SCHEDULE Clause 5.3: Time schedule for important Deliverables (the "Key Dates") of the Consultancy and the payment schedule linked to the specified Deliverables	The time duration & time suggested for deliverables is not matching request your clarification on the same.	Tender condition prevails.
11.	10 Payment schedule PHASE 1 10% of Contract price: on submission of inception report 50% of Contract Price: On submission of Draft Traffic Management Plan 40% of Contract Price: On submission of Final Traffic Management Plan	We request you to please relax the paymentterms as below to allow consultant to carry out the works successfully as work include survey and investigation, as some of the activities needs to be sublet the scope of work. 10% of Contract price: Advancepayment 10% of Contract price: on submissionof inception report 50% of Contract Price: On submission of draft Traffic Management Plan 30% of Contract Price: On submission of Final Traffic Management Plan.	Tender condition prevails.
12.	10 Payment schedule UNDER PHASE 2 40%..... 10%..... 30%..... 10%.....	We request you to please check the distribution percentage for payment is not equal to 100%	10% for inception report, 50% for contract price, 40% on submission on final feasibility report/ final traffic management plan.
13.	Clause 7.2.3 Encashment and appropriation of Performance Security The Authority shall have the right to invoke and appropriate the proceedsof the Performance Security, in wholeor in part,	We request Client to please Modify the Clause as below: GCC 7.2.3 Encashment and appropriation ofPerformance Security The Authority shall have the right to invoke and	Tender condition prevails.

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	without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.	appropriate theproceeds of the Performance Security, inwhole or in part, with without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.	
14.	Clause 7.2.1 Liquidated Damages forerror/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified bythe Authority in a reasonable mannerand recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.	We request Client to please Modify the Clause as below: Clause 7.2.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (tenpercent) of the Agreement Value.	Tender condition prevails.
15.	Clause 2.2 Commencement of Services The Consultant shall commence the Services within a period of 7 (seven)days from the Effective Date, unless otherwise agreed by the Parties.	We request Client to please Modify the Clause as below: Clause 2.2 Commencement of Services The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.	Tender condition prevails.
16.	Clause 6.3 Mode of billing and payment Billing and payments in respect of the Services shall be made as follows:- (a) A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to theConsultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding	We request Client to please Modify the Clause as below: GCC 6.3 Mode of billing and payment Billing and payments in respect of the Servicesshall be made as follows:- (a) A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance	Tender condition prevails.

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	shall attract simpleinterest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.	payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the firstfour stage payments due and payable to theConsultant, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.	
17.	Clause 5.3 Change in Applicable Law If, after the date of this Agreement, there is any change in the ApplicableLaws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased ordecreased accordingly by agreementbetween the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.	We request Client to please Modify the Clause as below: Clause5.3 Change in Applicable LawIf, after the date of this Agreement, there is anychange in the Applicable Laws with respect to taxes and duties which increases or decreasesthe cost or reimbursable expenses incurred by the Consultant in performing the Services, byan amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.	Tender condition prevails.
18.	Clause 3.10 Equipment and materials furnished by the Authority Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with	We request Client to please Modify the Clause as below: Clause 3.10 Equipment and materials furnished by the Authority Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and	Tender condition prevails.

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	theinstructions of the Authority. While inpossession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to theirfull replacement value.	materials and shall dispose of such equipment and materials in accordancewith the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them at the expense of the Client in an amountequal to their full replacement value.	
19.	Clause 7. LIQUIDATED DAMAGESAND PENALTIES Performance Security The Authority shall retain by way of performance security (the "Performance Security"), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof. The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.	We request Client to please to waive off therequirement of retention money	Tender condition prevails.
20.	Clause 2.7.5 PaymentsDuring the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.	We request Client to please Modify the Clause as below: Clause 2.7.5 Payments During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.	Tender condition prevails.

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		Further, the Consultant if continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract. Also, upon demobilization, the Consultant shall bereimbursed for additional costs they reasonably and necessarily incurred.	
21.	Last Date for uploading the FilledTender Document 19-10-2023 up to 4.00 p.m	We request you to consider the extension for submission of Proposal for 2 weeks.	The time of tender submission is extended 21-10-2023.

Sl No	Clause as per RFP	Suggestion/ Queries for Clarifications	Clarifications/ Reply
1.	**Invitation of Bids; Calendar of Events; Page 3of 90** It is mentioned that last date for uploading thefilled tender document is 19-10-2023 upto 4.00 P.M.	We request you kindly to provide 3 weeks' time extension for submission of tender document after issuing replies to pre-bid queries. **Please Consider.**	Tender Conditions Prevails
2.	**Clause 2; Objectives; Page 37 of 90** The specific objective, however, is to prepare Detailed Feasibility Report that will demonstrate the bankable feasibility of the project from traffic, technical, economic, social, environmental and financial angles leading to preparation of tender documents, project procurement and selection of implementing agency either a contractor/concessionaire either on item rate/EPC contracts	Please clarify whether Consultants' need to prepare contract document on item rate or EPC or for both the types. **Please Clarify.**	No, the consultants are expected to prepare feasibility report based on the Traffic Management Plan and sampling Geo-Technical survey. Once, the feasibility report is accepted, the same will be the base for preparation of Contract Document on EPC/Item rate/both.
3.	**Section 3; Scope of Services; Page 38 of 90** Phase 2 - Detailed Design of selectedproposals.... **& Page 43 of 90:** Phase 2 - Preliminary Designs of selected proposals...	On Page 38 of 90 it is mentioned that Consultants will carry out ***"Detailed Design" of selected proposals***, whereas on page 43 of 90 it is mentioned as ***"PreliminaryDesigns"***. **Please Clarify.**	The consultants are expected to prepare feasibility report based on preliminary design and geo-technical survey.

Sl No	Clause as per RFP	Suggestion/ Queries for Clarifications	Clarifications/ Reply
4.	**Clause 5.1; Time and Payment Schedule; Page 57 of 90** The total duration for preparation of the Detailed Feasibility Report and Schedules to the Concession Agreement shall be 36 (Thirty-Six) weeks…	Based on our experience we feel that 36 weeks' time to complete the study will be too tight. We request you to consider extend time duration up to 53 weeks' to complete the work. **Please Consider.**	The 1st Phase is for preparation of feasibility report which includes Traffic Management Plan and sampling Geo-Technical survey. The time for preparation is 8 weeks. The 2nd phase would be for Detailed Project Report (DPR) which will be 36 weeks. At present the agency is informed to concentrate on 1st Phase work only as mentioned above.
5.	**Clause 4.4; Substitution of Key Personnel; Page 84 of 90** Substitution shall be limited to not more than two Key Personnel… substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% of the total remuneration specified for the Key Personnel. In case of a second substitution, such reduction shall be equal to 50% (of the total remuneration	We request you to consider 5% reduction for 1st Substitution and 10% reduction for 2nd Substitution as considered by most of the clients. **Please Consider.**	Tender condition prevails.
6.	**Clause 4C; Breakdown of Costs (RS) **; Remuneration for Staff; Page 32 of 90**	Since, RFP does not mention List of Sub-Key Professional Staff & Support Staff and their man-months requirement. We request you to provide individual man- month requirement for Sub-Key Professional Staff & Support Staff. This would ensure consistency in proposals from other shortlisted consultants and keeping everyone at par. **Please Consider.**	Tender condition prevails.
7.	**Clause 4C; Breakdown of Costs (RS) **; VI Office Supplies, Utilities and Communication; VII Office Furniture and Equipment; & VIIIReports and**	Since, RFP does not mention List of Items under Sl.No VI VII & VIII We request you to provide Items/Quantities and	Tender condition prevails.

Sl No	Clause as per RFP	Suggestion/ Queries for Clarifications	Clarifications/ Reply
	Document Printing; Page 33 &34 of 90	Number of Copies required under Office Supplies, Utilities and Communication, Office Furniture and Equipments & Reports and Document Printing. This would ensure consistency in proposals from other shortlisted consultants and keeping everyone at par. **Please Consider.**	
8.	**Clause 3.2; Traffic Surveys and Demand Assessment; Page 39 of 90** Since the corridors crisscross the city, the study will include comprehensive traffic and transportation study of the entire city with elaborate traffic studies and surveys…	We request kindly to indicate if any previous transport demand model is already available, as past model would be very useful for the comprehensive traffic and transportation study of the entire city. Preparing a fresh transport demand model for the entire City is not possible within in the time period/ budget of the present study. **Please Clarify.** (i) Availability of previous transport demand model, if any. (ii) Usage of Sub-area transport demand models covering the project corridors' influence area, with the help of standard transport demand modeling software, viz. Cube Voyager, VISUM, EMME, etc.	The agency is expected to prepare Comprehensive Traffic and Transportation study of Entire city with sampling of Geo-Technical Investigations.
9.	**Clause 3.2.2; Traffic Surveys and Demand Assessment; Page 40 of 90** Major requirements of data/surveys for the tasks to be accomplished in course of the consulting services…	We presume one day (24 hours) survey on a typical working day shall be sufficient, particularly for classified traffic volume counts, OD Survey, Intersection volume count, etc. **Please Confirm our understanding.** Also, we request to provide the number of	All the necessity procedures required for preparation of feasibility study shall be carried out and sample size should adhere to the standards prescribed. Sample size survey shall also be carried out for geo-technical survey to have a broader picture on the feasibility alignment.

Sl No	Clause as per RFP	Suggestion/ Queries for Clarifications	Clarifications/ Reply
		locations/ expected sample size particularlyfor Interviews/ surveys at IT/ Big Offices/ Industries. This would ensure consistency in proposals from other shortlisted consultants and keeping everyone at par. **Please Confirm.**	
10.	**Clause 5.5 (iv) ; Consultancy Team; Page 59 of90** Eligible Assignments for all Key Professionals.	Since, RFP does not mention about eligible assignment, we request you to kindly consider Feasibility Study/DPR/Detail Design/Transport Study/Transport Planning projects of Road/Railway & Metro sector aseligible assignments. **Please Consider.**	Tender condition prevails
11.	**Clause 5.5 (iv) ; Consultancy Team; Page 59 of90** Senior Highway Engineer - cum - Team leader; Bridge Engineer; Tunnel Engineer; Road Safety Expert; Geotechnical Engineer & PavementEngineer	We request you to kindly consider Graduatein Civil Engineering as **Essential** qualification and Postgraduate in Engineering as **Preferential** Qualification for all these Key Positions. **Please Consider.**	Graduate in Civil Engineering shall be the basic qualification to consider the experience of the key professionals.
12.	**Clause 3.4.3; Liability of the Consultant; Page79 of 90** (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a)or (b) is higher.	We request you to delink the liability from the insurance proceed and limit the liabilityto the total payments for Professional Fees and reimbursable expenditure made or expected to be made to the Consultantsunder this Contract. **Please Consider.**	Tender conditions prevails
13.	**Clause 3.4.4; Liability of the Consultant; Page79 of 90** Limitation of Liability... limit equal to 3 (three)times the	We request you to reduce the Limit of Liability to 1 (One) time the Contract Price as followed in most of the funded projects.	Tender conditions prevails

Sl No	Clause as per RFP	Suggestion/ Queries for Clarifications	Clarifications/ Reply
	Agreement Value.	**Please Consider.**	
14.	**Clause 3.5.2; Insurance to be taken out by Consultants'; Page 80 of 90** Third Party Liability Insurance with a minimum coverage of Rs. 20 (twenty) Crore	We request you to reduce the minimumcoverage of Third Liability Insurance to Rs.10 Lakhs as followed in MORTH/NHAI/NHIDCL Projects. **Please Consider.**	Tender conditions prevails
15.	**Clause 7.2.1; Liquidated Damages for error/variation; Page 87 of 90** In case any error or variation is detected in the reports submitted by the Consultant and sucherror or variation is the result of negligence or lack of due diligence on the part of the Consultant, *the consequential damages thereof shall be quantified by the Authority* ina reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.	We request you to cap the Liquidated Damages for any error/variations/delays to a maximum of 10% of the Contract Value. **Please Consider.**	Tender conditions prevails

4B. SUMMARY OF COSTS

Sl No	Description	Unit	Unit Rate	Amount (Rupees)
1	Consultancy services for preparation of Comprehensive Bengaluru city road infrastructure plan to decongest traffic and to prepare comprehensive traffic management plan for proposal of vehicular tunnel / Grade separator / Road widening in selected corridor			
	PHASE 1 – Preparation of Traffic Management Plans with Concept Level drawings to decongest major corridors and junctions in the entire city	Lumpsum		

	PHASE 2 – Detailed Design of selected proposals along with Costings and BoQs and preparation of Tender Documents			
	A-design of Elevated corridor	KM		
	B-design of Tunnelcorridor	KM		
	C-design of At grade Road corridor	KM		
	TOTAL COST (Including all taxes but excluding service tax)			
	GST			
	TOTAL COSTS (Including GST)			

4B. SUMMARY OF COSTS
Shall be read as below:

Sl No	Description	Unit	Amount (Rupees)
1	Consultancy services for preparation of Comprehensive Bengaluru city road infrastructure plan to decongest traffic and to prepare comprehensive traffic management plan for proposal of vehicular tunnel / Grade separator / Road widening in selected corridor		
	PHASE 1 – Preparation of Traffic Management Plans with Concept Level drawings to decongest major corridors and junctions in the entire city including preparation of feasibility study with all necessary traffic survey and geo-technical sample size survey TOTAL COST (Including all taxes but excluding service tax)	Lump sum	
	GST		
	TOTAL COSTS (Including GST)		

Executive Engineer
RI-TEC Division

Engineer-In-Chief
Bruhat Bengaluru Mahanagara Palike